



County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA
Chief Executive Officer

September 11, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

DEPARTMENT OF HEALTH SERVICES: APPROVAL OF AMENDMENTS TO TEMPORARY NURSING PERSONNEL SERVICES AGREEMENTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign amendments to 26 temporary nursing personnel services agreements, substantially similar to Exhibit I, with no change in rates, with the nurse registries identified in Attachment B, for the continued provision of temporary nursing personnel services, effective October 1, 2007 through midnight January 31, 2008, with provisions for automatic renewals on a month-to-month basis through midnight May 31, 2008.
2. Delegate authority to the Director of Health Services, or his designee, to terminate the 26 agreements during the month-to-month extension period by providing a 10 day advance written termination notice upon the completion of the Qualification Process (QP) for Temporary Nursing Personnel Services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In approving these actions, the Board is: 1) approving amendments to extend the term of current contracts with nurse registries for the continued provision of temporary nursing personnel services to allow the Department of Health Services (DHS or Department) additional time to complete a QP; and 2) delegating authority to the Department to terminate the 26 agreements during the month-to-month extension period upon completion of the QP.

FISCAL IMPACT/FINANCING

Funding for the recommended four month extension and automatic renewal period is included in the Fiscal Year 2007-08 Adopted Budget in the total amount of \$40.8 million as follows: \$20.9 million for the LAC+USC Healthcare Network, \$1.6 million for Coastal Network, \$11.3 million for Southwest Network, \$0.7 million for Rancho Los Amigos National Rehabilitation Center, \$0.2 million for Juvenile Court Health Services, and \$6.1 million for Valley Care Network.

These are estimated amounts which may vary due to the implementation of the Martin Luther King, Jr. - Harbor Hospital contingency plans. For the Southwest Network, the utilization of registry staff will be significantly lower than the amount currently budgeted during the contract period. This is the result of the closure of inpatient and emergency room services and the increased availability of County nurses to staff the Multi-Service Ambulatory Care Center. However, until completion of the facility's clinical redesign, the Department is not able to provide an accurate allocation. The Department's objective is to fully staff services with County nurses.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

For a number of years, the County has contracted with private registries for the provision of as-needed temporary nursing personnel for both DHS and the Sheriff's Department, to address critical staffing shortages, peak workloads, and vacation coverage at their respective health facilities.

On December 19, 2000, the Board approved 23 agreements with various nurse registries to provide temporary nursing personnel services under any or all of the following four categories: 1) registered nurses (RN) clinic/staff and critical care RN; 2) hemodialysis RN; 3) speciality nursing and surgical technician personnel (i.e., emergency room RN; operating room RN; and surgical technician); and 4) nursing support personnel (i.e., certified nursing attendant and licensed vocational nurse) to DHS and the Sheriff's Department, effective January 1, 2001 through December 31, 2005. Of the 23 agreements approved by the Board, one registry decided not to continue with the contracting process resulting in a contract roster of 22.

On July 31, 2001, the Board approved of a sole source agreement with Antelope Valley Acute Hemodialysis Medical Group (AVAHMG) to provide hemodialysis services at High Desert Hospital (now known as High Desert Health System).

On January 13, 2004, the Board delegated authority to DHS to amend the agreements to establish rates consistent with those paid in the community for the services provided under the temporary nursing personnel services agreements and to execute agreements with additional nurse registries that were willing to agree to the County's terms and conditions.

On January 18, 2005, the Board delegated authority to DHS to amend agreements to add a service category to support the management of assaultive patient behavior.

On December 20, 2005, the Board authorized DHS to execute amendments to 31 agreements with various nurse registries to extend the contract term through December 31, 2006 to allow DHS to develop and complete a new qualification process to select qualified agencies/registries.

On December 5, 2006, the Board authorized DHS to execute amendments to 27 agreements to extend the contract term through September 30, 2007 to allow DHS to complete the QP released on November 6, 2006.

On January 23, 2007, the Board authorized DHS to terminate for convenience an agreement with Reliable Health Care Services, Inc. (Reliable).

During the current and previous years, two contractors notified DHS of their decision to terminate the contract, two contractors were no longer in business, four contractors decided not to continue to provide services under this contract program, and one contract was terminated for convenience resulting in a current contractor roster of 26. All current agreements are slated to expire on September 30, 2007.

The recommended amendments will extend the term of the contracts.

These contracts will continue to be utilized only for the most critical Department functions which County employees, in-house staffing pool personnel, and County re-employment list personnel are not available to perform the services.

Other County departments that may have a need for these services from time-to-time may contact DHS and use these contract services. Those County departments that determine the need to use the registry services will do so based upon the availability of funds and will be responsible for payments to the contractors.

Attachments A and B provide additional information.

County Counsel has approved Exhibit I as to use and form.

CONTRACTING PROCESS

On November 6, 2006, DHS released a QP document to be used to identify the most qualified nurse agencies/registries that are best able to provide the temporary nursing personnel services required by the Department. DHS advertised the QP on the County's L.A. County Online Website and in local newspapers.

In response to the QP, 60 agencies/registries submitted completed questionnaires. The Department is recommending approval to extend the term of the current contracts to complete the QP evaluation process.

This QP will be used to replace the current contract program. Upon completion of the QP, the Department will return to the Board to request approval of a new form agreement and to obtain delegated authority to execute agreements with those agencies/registries identified under the QP as the most qualified to provide the temporary nursing personnel services required by DHS.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will ensure the continued availability of as-needed temporary nursing personnel services for DHS.

When approved, the Department of Health Services requires three signed copies of the Board's action.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SAS
DRJ:LT:bjs

Attachments (3)

c: County Counsel
Director and Chief Medical Officer, Department of Health Services

SUMMARY OF AGREEMENTS

1. TYPE OF SERVICES:

As-needed temporary nursing personnel services for the Department of Health Services.

2. AGENCY INFORMATION:

Please See Attachment B.

3. TERM OF AGREEMENT(S):

The term of the agreements will be extended through midnight January 31, 2008, with provisions for automatic renewals on a month-to-month basis through midnight May 31, 2008.

4. FINANCIAL INFORMATION:

Funding for the recommended four month extension and automatic renewal period is included in the Fiscal Year 2007-08 Adopted Budget in the total amount of \$40.8 million as follows: \$20.9 million for the LAC+USC Healthcare Network, \$1.6 million for Coastal Network, \$11.3 million for Southwest Network, \$0.7 million for Rancho Los Amigos National Rehabilitation Center, \$0.2 million for Juvenile Court Health Services, and \$6.1 million for Valley Care Network.

These are estimated amounts which may vary due to the implementation of the Martin Luther King, Jr. - Harbor Hospital contingency plans. The utilization of registry staff will be significantly lower than the amount currently budgeted during the contract period. This is the result of the closure of inpatient and ER services and the increased availability of County nurses to staff the Multi-Service Ambulatory Care Center. However, until completion of the facility's clinical redesign, the Department is not recommending a reduction in the current allocation reflected in the contract. The Department's objective is to fully staff services with County nurses.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

County Health Facility Nursing Administration

7. APPROVALS:

Health Services Administration: Vivian C. Branchick, Chief Nursing Officer/
Director of Nursing Affairs

Contract and Grants Division: Cara O'Neill, Chief

County Counsel (approval as to form): Sharon A. Reichman, Principal Deputy County
Counsel

TEMPORARY NURSING PERSONNEL SERVICES
EFFECTIVE THROUGH SEPTEMBER 30, 2007

	CONTRACTOR	CONTRACT NUMBER
1	All Star Staffing	H700217-3
2	Associated Health Professionals, Inc.	H211855-5
3	ATC Travelers	H700227-3
4	Caravan Nurses Corporation	H211856-3
5	CareerStaff Unlimited, Inc.	H207300-2
6	Fastaff Inc.	H700249-3
7	Flex Nursing Service, Inc.	H700218-3
8	Haemo-Stat, Inc., Acute Hemodialysis Nursing Service	H212070-2
9	HealthTalent, Inc. (Formerly Stat Nurses International)	H700222-2
10	Hemodialysis, Inc.	H211857-2
11	HRN Services, Inc.	H211858-4
12	Medi-Lend Nursing Services of California, Inc.	H700262-3
13	Medical Specialists Temporary Personnel, Inc.	H207307-4
14	Mediscan Diagnostic Services, Inc.	H211859-5
15	Medstaff, Inc.	H700209-3
16	Nurse Connection, Inc.	H211860-5
17	Nurse Providers Staffing Services, Inc.	H207294-2
18	On Assignment Staffing Services, Inc.	H700342-3
19	ProCare One Nurses, LLC	H211951-3
20	Professional Resource Enterprises, Inc. (dba United Nursing International)	H211866-4
21	P.S. National, Inc. (dba Professional Staffing)	H211865-5
22	Renology Medical Group, A Medical Corporation	H211861-2
23	S.O.S. Nurses Service Corporation	H700223-3
24	United Staffing Solutions, Inc.	H207299-4
25	Vital Health Care Personnel, Inc.	H207295-3
26	Westways Staffing Services, Inc.	H207298-3

Exhibit I
Contract No. _____

TEMPORARY NURSING PERSONNEL SERVICES AGREEMENT

Amendment No. _____

THIS AMENDMENT is made and entered into this _____ day
of _____, 2007,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),
and _____
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled,
"TEMPORARY NURSING PERSONNEL SERVICES AGREEMENT", dated
_____, and further identified as Agreement No. H_____,
and any amendments thereto (all hereafter referred to as
"Agreement"); and

WHEREAS, the parties wish to amend Agreement to extend the
contract term; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and executed
by both parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment is effective on October 1, 2007.

2. Paragraph 1, TERM, shall be revised to read as follows:

"1. TERM: This Agreement shall be effective _____, and shall continue, unless sooner terminated or canceled, in full force and effect to and including midnight January 31, 2008. Said Agreement shall thereafter be renewed on a month-to-month basis through midnight May 31, 2008. For purposes of the month-to-month extension period, either party may give notice of its intent not to renew ten (10) days prior to the start of each month's extension. The Director of Health Services shall have the authority to issue any such termination notice on behalf of the County.

In all other circumstances, this Agreement may be terminated, with or without cause, by Contractor upon giving of at least thirty (30) calendar days advance written notice to County. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

County's Director of Health Services or his/her authorized designee(s) (hereafter collectively "Director") may also suspend the performance of services hereunder, in whole or in part, effective upon the Contractor's receipt of County's written notice. County's notice shall set forth the reason for the suspension, the extent of the suspension, and the

requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, or agents to comply with any of the terms of this Agreement shall constitute a material breach of contract, and the Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

3. Except for the changes set forth herein, all terms and conditions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this
Amendment to be subscribed in its behalf by its duly authorized
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

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